

**CABLE FRANCHISE AGREEMENT**

**BETWEEN**

**HARFORD COUNTY, MARYLAND**

**AND**

**COMCAST OF HARFORD COUNTY, LLC.**

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## HARFORD COUNTY COMCAST CABLE TELEVISION RENEWAL FRANCHISE AGREEMENT

THIS AGREEMENT, executed this 17<sup>th</sup> day of June, 2014, between Harford County, Maryland (hereinafter called "County"), and Comcast of Harford County, LLC, a Limited Liability Company organized and existing under the laws of the State of Maryland, having its principal office at 30 North Parke Street, Aberdeen, Maryland (hereinafter called "Company").

Harford County, Maryland, having determined that the financial, legal, and technical ability of the Company is reasonably sufficient to provide the services, facilities, and equipment necessary to meet the future cable-related needs of the community, desires to enter into this Franchise Agreement with the Company for the construction, operation, and maintenance of a Cable System on the terms and conditions set forth herein.

Section 1. (TITLE) This Agreement shall be known and may be cited as the "HARFORD COUNTY COMCAST CABLE TELEVISION RENEWAL FRANCHISE AGREEMENT."

### Section 2. (DEFINITIONS)

For the purpose of this Franchise Agreement, capitalized terms, phrases, words, and abbreviations shall have the meanings ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time, 47 U.S.C. §§ 521 et seq. (the "Cable Act") unless otherwise defined herein.

a) "Cable Act" shall mean the Cable Communications Policy Act of 1984, as amended by the Cable Consumer Protection and Competition Act of 1992 and the Telecommunications Act of 1996, as may be amended from time to time.

b) "Advertising Revenues" shall mean revenues derived from sales of advertising that are made available to Company's Cable System subscribers within the County and shall be allocated on a pro rata basis using total Cable Service subscribers reached by the advertising. Additionally, Company agrees that Gross Revenues subject to franchise fees shall include all commissions, rep fees, Affiliated Entity fees, or rebates paid to National Cable Communications ("NCC") and Comcast Spotlight ("Spotlight") or their successors associated with sales of advertising on the Cable System within the County allocated according to this paragraph using total Cable Service subscribers reached by the advertising.

c) "Bundled Services" shall mean the combination of Cable Services and non-Cable Service offered to Subscribers in a bundled Package.

d) "Cable Law" shall mean Chapter 235, Revision of Part II, General Legislation of the Harford County Code, as amended, to the extent authorized under and consistent with federal and state law.

e) "Cable Service" or "Service" shall mean the one-way transmission to Subscribers of Video Programming or other Programming service and Subscriber interaction, if any, which is

required for the selection or use of such Video Programming or other Programming service, as defined under Section 602 of the Communications Act, 47 U.S.C §522(6), as may be amended from time to time.

f) "Cable System" shall mean a facility consisting of a set of closed transmission paths and associated signal generation, reception and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple subscribers within a community, but such term does not include (A) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (B) a facility that serves subscribers without using any public right-of-way; (C) a facility of a common carrier which is subject, in whole or in part, to the provisions of subchapter II of the Act, except that such facility shall be considered a cable system (other than for purposes of section 541(c) of the Act) to the extent such facility is used in the transmission or video programming directly to subscribers, unless the extent of such use is solely to provide interactive on-demand services; (D) an open video system that complies with section 573 of the Act; or (E) any facilities of an electric utility used solely for operating its electric utility system.

g) "Channel" shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. §522(4).

h) "Code" shall mean the Harford County Code, as may be amended from time to time.

i) "Company" is Comcast of Harford County, LLC and is a grantee of rights under this non-exclusive renewal franchise agreement.

j) "Customer" or "Subscriber" shall mean any person or entity who or which contracts with Company and lawfully receives for any purpose Cable Service from the Cable System of the Company.

k) "Council" shall be the County Council of Harford County, Maryland.

l) "County" shall be Harford County, Maryland, a body corporate and politic of the State of Maryland.

m) "PEG Access Channels" shall be any Licensee-owned channel(s) made available for the presentation of PEG Access Programming.

n) "Educational Access Channel" shall be a specific channel(s) on the Cable System owned and made available by the Company for use by, among others, the County, educational institutions and/or educators wishing to present non-commercial educational programming and/or information to the public.

o) "Effective Date" shall mean the date indicated in Section 4 herein.

p) "Federal Communications Commission" or "FCC" is the present federal agency of that name as constituted by the Communications Act of 1934, or any successor agency created by the United States Congress.

q) "Force Majeure" shall mean an event or events reasonably beyond the ability of Franchisee to control. This includes, but is not limited to, severe or unusual weather condition, strike, labor disturbance, lockout, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, fire, flood, or other act of God, and sabotage and/or as listed in Section 26.

r) "Franchise Agreement" or "Agreement" shall mean this Agreement and any amendments or modifications hereto.

s) "Franchise Area" shall mean the present legal boundaries of Harford County, Maryland, as of the Effective Date, and shall include any additions thereto, by annexation or other legal means.

t) "Government Access Channel" shall be a specific channel(s) on the Cable System owned and made available by the Company to the County and/or his or her designee(s) for the presentation of non-commercial governmental programming and/or information to the public.

u) "Gross Subscriber Revenue" shall mean and be construed broadly to include all revenues derived by Company or an Affiliated Entity that is the cable operator of the Cable System from the operation of Company's Cable System to provide Cable Services within the County. Gross revenues include, by way of illustration and not limitation:

I. monthly fees for Cable Services, regardless of whether such Cable Services are provided to residential or commercial customers, including revenues derived from the provision of all Cable Services (including but not limited to pay or premium Cable Services, digital Cable Services, pay-per-view, pay-per-event and video-on-demand Cable Services);

II. installation, reconnection, downgrade, upgrade or similar charges associated with changes in subscriber Cable Service levels;

III. fees related to Cable Service related service calls or repair calls;

IV. fees paid to Company for channels designated for commercial leased access use and shall be allocated on a pro rata basis using total Cable Service subscribers within the County;

V. converter, remote control, and other Cable Service equipment rentals, leases, or sales;

VI. Advertising Revenues as defined herein;

VII. late fees, convenience fees and administrative fees which shall be allocated on a pro rata basis using Cable Services revenue as a percentage of total subscriber revenues within the County;

VIII. revenues from program guides;

IX. franchise fees;

X. FCC Regulatory Fees;

XI. commissions from home shopping channels and other Cable Service revenue sharing arrangements which shall be allocated on a pro rata basis using total Cable Service subscribers within the County.

Gross Revenue shall not include:

I. actual bad debt write-offs, except any portion which is subsequently collected which shall be allocated on a pro rata basis using Cable Services revenue as a percentage of total subscriber revenues within the County;

II. any taxes or fees on services furnished by Company imposed by any municipality, state or other governmental unit, provided that franchise fees and the FCC regulatory fee shall not be regarded as such a tax or fee;

III. other fees imposed by any municipality, state or other governmental unit on Company including PEG Fees;

IV. launch fees and marketing co-op fees; and

V. unaffiliated third party advertising sales agency fees or commissions which are reflected as a deduction from revenues.

To the extent revenues are received by Grantee for the provision of a discounted bundle of services which includes Cable Services and non-Cable Services, Grantee shall calculate revenues to be included in Gross Revenues using a methodology that allocates revenue on a pro rata basis when comparing the bundled service price and its components to the sum of the published rate card, except as required by specific federal, state or local law it is expressly understood that equipment may be subject to inclusion in the bundled price at full rate card value. This calculation shall be applied to every bundled service package containing Cable Service from which Company derives revenues in the County. The County reserves its right to review and to challenge Company's calculations.

Company reserves the right to change the allocation methodologies set forth in this definition in order to meet the standards required by governing accounting principles as promulgated and defined by the Financial Accounting Standards Board ("FASB"), Emerging Issues Task Force ("EITF") and/or the U.S. Securities and Exchange Commission ("SEC").

v) "PEG" shall mean public, educational and governmental.

w) "Public Access Channel" shall be a specific channel(s) on the Cable System owned and made available by the Company to the County for use by, among others, County residents and/or organizations wishing to present non-commercial PEG Access Programming and/or information to the public.

x) "Public Rights-of-Way" shall be the surface and the area across, in, over, along, upon and below the surface of the public streets, roads, bridges, sidewalks, lanes, courts, ways, alleys, and boulevards, including public lands and waterways used as Public Rights-of-Way, as the same now or may hereafter exist, which, consistent with the purposes for which it was dedicated, may be used for the purpose of installing and maintaining a Cable System.

y) "Reserved PEG Channel" shall be PEG any channel which may be activated in accordance with Section 14(G) of this agreement.

Section 3. (FRANCHISE) The County hereby grants a non-exclusive franchise renewal to the Company for the installation, operation, maintenance, and extension of the Cable System within the Franchise Area as the same may hereafter be extended, for providing Cable Service to Subscribers within the County, upon the terms and conditions and subject to the limitations herein set forth.

a) By its acceptance of the terms of this Franchise Agreement, except as may be otherwise provided in this Agreement, Company specifically agrees to abide in all material respects with the generally applicable and lawful requirements of the Harford County Code, the regulations of the FCC; the Cable Act; and all County, State and federal statutes and ordinances of general application as all may be amended.

b) Grant Not Exclusive. The Franchise and the right it grants to use and occupy the Public Rights-of-Way to provide Cable Services shall not be exclusive, and the County reserves the right to grant other franchises for similar uses or for other uses of the Public Right-of-Way, or any portions thereof, to any Person, or to make any such use themselves, at any time during the term of the Franchise. Any such rights which are granted shall not adversely impact the authority granted the Company and shall not interfere with existing facilities of the Cable System.

c) Agreement Does Not Address Authority Other Than For Cable Service. Notwithstanding any other provision of this Agreement, nothing in this Agreement shall be construed to (i) grant Company any right to use the County's Public Rights-of-Way or other property for any purpose other than Cable Service, (ii) waive any rights the County may have with respect to any use of the County's Public Rights-of-Way or other property for any purpose other than Cable Service, or (iii) imply that Company has or does not have authority to use the Public Rights-of-Way for other

purposes. Accordingly, the Franchise and this Agreement grant no authority for Company to use the County's Public Rights-of-Way for any other purpose other than as expressly provided herein. However, nothing in this Agreement shall be construed to prohibit Company from offering any service over the Cable System that is not prohibited by federal or state law provided any requirements for County authorization or registration not inconsistent with federal and state law are satisfied.

d) No rights shall pass to the Company by implication. Without limiting the foregoing, by way of example and not limitation, this Agreement shall not include or be a substitute for:

i. Any other permit or authorization generally required under the County Code for the privilege of transacting and carrying on a business within the County that may be required by the County; or

ii. Any permits or agreements for occupying any other property of the County or private entities to which access is not specifically granted by this Agreement including, without limitation, permits and agreements, whether owned by the County or a private entity.

However, Company shall not be required to obtain permits for Cable Service drops for individual Subscriber or for servicing pedestals or routine maintenance that does not disturb surface grade or impact vehicular traffic. Comcast shall pay any and all required permit fees.

3.1. (COMPETITIVE EQUITY) To the extent not prohibited by law, the County shall ensure that the same terms, conditions, and requirements are included under all Franchise Agreements issued for the construction, maintenance, and operation of a Cable System in the County.

Section 4. (EFFECTIVE DATE) This franchise shall become effective on June 17<sup>th</sup> 2014 ("Effective Date"). The term of this Franchise shall be 10 years from the Effective Date unless the Franchise is earlier revoked as provided herein, or unless the Franchise is renewed or extended by mutual agreement.

Section 5. (ANNEXATION) Upon 90 days written notice from the County, the annexation of any territory to the County contiguous to the Franchise Area as defined in Section 2(s), above, the portion of any Cable System of the Company that may be located or operated within said territory shall thereafter be subject to all the terms of this Agreement as though it were an extension made hereunder.

Section 6. (COMPLIANCE WITH APPLICABLE LAWS AND ORDINANCES) The Company shall, at all times during the life of this franchise renewal, be subject (i) to the terms of this Agreement, (ii) to all lawful exercise of the police power by the County, (iii) to such reasonable and generally applicable regulations as the County shall hereafter by resolution or ordinance provide, which are not expressly prohibited by or inconsistent with the provisions of the Cable Act or this Agreement, and (iv) to all applicable provisions of state and federal law, including but not limited to, the Cable Act.



a) Company acknowledges that the County may modify its regulatory policies by lawful exercise of the County's police powers throughout the term of this Agreement. Company agrees to comply with such lawful and generally applicable modifications which are not expressly prohibited by or inconsistent with the provisions of the Cable Act or this Agreement. Company reserves all rights it may have to challenge such County Code modifications whether arising in contract or at law. The County reserves all of its rights and defenses to such challenges whether arising in contract or at law.

b) In addition to the inherent powers of the County to regulate and control a franchise, and those powers expressly reserved by the County or agreed to and provided for herein, the right and power is hereby reserved by the County to promulgate such additional and generally applicable regulations as it shall find necessary in the exercise of its lawful police powers and in furtherance of the terms and conditions of this Agreement.

c) Notwithstanding any other provisions of this Agreement to the contrary, the Company shall at all times comply with all applicable laws and regulations of the state and federal government or any administrative agencies thereof, provided however, if any such state or federal law or regulation shall require the Company to perform any service, or shall permit the Company to perform any service, or shall prohibit the Company from performing any services, in conflict with the terms of this Agreement or of any law or regulation of the County, then as soon as possible following knowledge thereof, the Company shall notify the County of the point of conflict believed to exist between such regulation or law and the laws or regulations of the County or this Agreement.

d) Should the County or Company determine that a material provision of this Agreement is affected by any subsequent action of the state or federal government, the Company and County will thereupon, by mutual agreement, modify any of the provisions herein to reflect such government action.

**Section 7. (INDEMNIFICATION)** Company agrees to indemnify, save and hold harmless, and defend the County, its elected and appointed officials, officers, boards and employees, from and against any liability for damages or claims resulting from the following to the extent caused by Company: (i) the acts or omissions of Company and its employees, officers, agents, contractors or subcontractors, arising out of the construction, installation, maintenance, operation, or removal of the Cable System, including without limitation damage to persons, real property, or personal property caused by the construction, installation, operation, or removal of any structure, equipment, wire, or cable; (ii) the acts or omissions of Company, and its employees, officers, or agents, including any failure or refusal by Company, and its employees, officers, agents, contractors or subcontractors to comply with any obligation or duty imposed on Company by this Agreement or the Cable Law subject to this Agreement; (iii) copyright infringements; and (iv) any failure by Company to secure consents from the owners, authorized distributors, or licensees of programs to be delivered by the Cable System, whether or not any act or omission complained of is authorized, allowed, or prohibited by the Cable Law or this Agreement, and provided that the County shall give Company prompt written notice of its obligation to indemnify the County as soon as practicable after receipt of a claim or action pursuant to this Subsection and sufficiently in advance of the time for Company's response to a third party claim in order that Company will be able to timely respond

and the defense against such claim will not be prejudiced. The County shall take action necessary to avoid entry of a default judgment if such action is needed before the County provides Company notice; provided, however, that no such action shall in any way prejudice or harm Company. Notwithstanding the foregoing, Company shall not indemnify the County for any damages, liability or claims resulting from the willful misconduct or negligence of the County, its officers, agents, employees, attorneys, consultants, independent contractors or third parties or for any activity or function conducted by any Person other than Company in connection with PEG Access, use of EAS, or the distribution of any Cable Service over the Cable System.

a) With respect to Company's indemnity obligations set forth in this Section 7, Company shall provide the defense of any claims, suits, causes of action, or proceedings brought against the County by selecting counsel of Company's choice to defend the claim. Company shall keep the County and its counsel advised of the progress and the substance of the defense in a timely manner in order that, if desired, the County can intervene to protect its rights and benefits. Nothing herein shall be deemed to prevent the County from cooperating with Company and participating in the defense of any litigation by its own counsel at its own cost and expense, provided however, (i) if a final judgment is obtained against the County or one or more of its officers, employees or agents in a suit or action for which the County and its officers, employees and agents are entitled to be indemnified and held harmless, Company shall pay such judgment, including all costs and attorneys' fees, entered against the County and any of its officers, employees and agents; and (ii) Company shall be entitled to settle a claim brought in a suit or action for which the County and its officers, employees and agents are entitled to be indemnified and held harmless hereunder, provided that, absent the release of the County and any other indemnified parties, Company shall obtain the prior written approval of the County for any settlement of such claims against the County, which approval shall not be unreasonably withheld or unreasonably delayed. In the event that the terms of any such settlement do not include the release of the County and the County does not consent to the terms of any such settlement or compromise, Company shall not settle the claim or action but its obligation to indemnify the County shall in no event exceed the amount of such settlement. In the event that Company fails, after notice pursuant to Section 7 to undertake the County's defense of any claims encompassed within this Section, Company's indemnification shall include, but is not limited to, the County's reasonable attorney's fees, including fees for outside counsel hired to defend the County, incurred in defending against any such claim, suit, cause of action, or proceeding, and any interest charges arising from any claim, suit, cause of action, or proceeding arising under this Agreement.

b) The County shall at no time be liable for any injury or damage occurring to any Person or property from any acts or omissions of Company in the construction, maintenance, use, operation or condition of the Cable System. It is a condition of this Agreement that the County shall not and does not by reason of this Agreement assume any liability whatsoever of Company for injury to Persons or damage to property; provided, however, the County shall be responsible for its own acts of willful misconduct or negligence, or breach of obligation committed by the County for which the County is legally responsible, subject to any and all defenses and limitations of liability provided by law.

Section 8. (INSURANCE) Company shall maintain in full force and effect, at its own cost and expense, during the Franchise term, the following insurance coverage:

a) Commercial General Liability Insurance in the amount of two million five hundred thousand dollars (\$2,500,000) combined single limit for property damage and bodily injury. Such insurance shall cover the construction, operation and maintenance of the Cable System, and the conduct of Company's Cable Service business in the County.

b) Automobile Liability Insurance in the amount of two million five hundred thousand dollars (\$2,500,000) combined single limit for bodily injury and property damage coverage for owned automobiles and trucks, non-owned automobiles and trucks and/or rented automobiles and trucks.

c) Workers' Compensation Insurance meeting all legal requirements of the State of Maryland.

d) Employers' Liability Insurance in the following amounts; (i) Bodily Injury by Accident: \$100,000; and (ii) Bodily Injury by Disease: \$100,000 employee limit; \$500,000 policy limit.

8.1 The County shall be included as an additional insured under each of the insurance policies required in this Section 8 except Workers' Compensation and Employer's Liability Insurance.

8.2 Company shall not cancel any required insurance policy without obtaining alternative insurance in conformance with this Agreement and providing new Certificates of Insurance under Subsection 8.5.

8.3 Each of the required insurance policies shall be with insurers qualified to do business in the State of Maryland, with an A- or better rating for financial condition and financial performance by Best's Key Rating Guide, Property/Casualty Edition.

8.4 The Company's failure to obtain, procure or maintain the required insurance shall constitute a breach of the Franchise and may lead to County action under Section 21 below.

8.5 Within thirty (30) calendar days of the Effective Date, Company shall deliver to County Certificates of Insurance showing evidence of the required coverage.

Section 9. (Office) So long as it continues to operate the system, or any portion thereof in Harford County, the Company shall maintain a principal office in Harford County for a minimum of five (5) years after the Effective Date of this agreement. After that five (5) year period, in the event that the Company plans to relocate said office, the Company agrees that any new location will be conveniently located for County Subscribers and shall provide appropriate notice to its Customers of the relocation. Prior to relocating said office, Company agrees to provide 60 day advanced notice to the County and to meet with the County to discuss said planned relocation.

a) The Company may, upon Subscriber request, arrange for pickup and/or replacement of converters or other Company equipment at the subscriber's address or by a satisfactory equivalent (such as the provision of a postage-prepaid mailer).

b) The Company shall provide all Subscribers with the option of paying for Cable Service by check, by phone, by credit card, or through an automatic payment option where the amount of the bill is automatically deducted from a checking account. Based on credit and/or payment history, at the option of the Company, the payment alternative may be limited.

Section 10. (FRANCHISE FEES) Company shall pay to the County a Franchise Fee of three percent (3%) of annual Gross Revenue. Such payments shall be made no later than forty-five (45) calendar days following the end of each calendar quarter, (i.e. May 15, August 15, November 15) and sixty (60) days after the close of the calendar year (last day of February). Company shall be allowed to submit or correct any payments that were incorrectly omitted, and shall be refunded any payments that were incorrectly submitted, in connection with the quarterly Franchise fee remittances within 120 calendar days following the close of the calendar year for which such payments were applicable. The County shall be entitled, to the extent permitted by law, upon one hundred twenty (120) calendar days written notice to the Company, to require the Company to pay such higher amount up to a maximum of five percent (5%), and the Company agrees to pay such higher amount on a going forward basis, so long as other Cable Service providers in the Franchise Area are required to pay the same Franchise fee percentage that is imposed upon the Company.

10.1 If any Franchise fee payment is not made on or before the due date, Company shall pay as additional compensation an interest charge, computed from the due date, at an annual rate equal to the annual commercial prime interest rate of the County's primary depository bank during the period such unpaid amount is owed, and no late charges shall be applied to Franchise under Section 235-13D of the Cable Code.

10.2 Company shall be allowed to submit or correct any payments that were incorrectly omitted, and shall receive a credit from the granting authority for any payments that were incorrectly submitted, in connection with the annual franchise fee remittances within 90 days following the close of the payments in question.

10.3 (AUDIT AND SUPPORTING RECORDS) To satisfy Sections 235-13F, 235-13J and 235-16A of the Cable Code each Franchise fee payment made pursuant to Section 10 shall be accompanied by a brief report prepared by a representative of Company showing the basis for the computation. Subject to the confidentiality requirements of Section 12 of this Agreement, Company shall be responsible for making available to the County for inspection and audit upon written request, all records necessary to confirm the accurate payment of Franchise fees, including, but not limited to, all books, records, maps, plans, financial statements and customer subscription information, whether the records are held by Company or an affiliate that collects or receives funds related to Company's operation in the County subject to the payment of Franchise fees under this Agreement. Company shall maintain such records for five (5) years provided that, if the County commences an audit within that five year period, Company shall continue to maintain such records for the duration of any audit in progress at the end of that five year period. The County shall conduct all audits expeditiously, and neither the County nor Company shall unreasonably delay the completion of an audit. The County's audit expenses shall be borne by the County unless the audit determines the payment to the County should be increased by five percent (5%) or more in the audited period, in which case the reasonable and documented costs of the audit, together with any additional

amounts due the County as a result of such audit, shall be paid by Company to the County with its next quarterly Franchise fee payment pursuant to Section 10 due after written notice to Company by the County of the underpayment, which notice shall include a copy of the audit report, provided, however, that Company's obligation to pay or reimburse the County's audit expenses shall not exceed an aggregate of thirty thousand dollars (\$30,000) per audit. If re-computation results in additional Franchise fees to be paid to the County, such amount shall be subject to interest charges computed from the due date, at the annual rate specified in Section 10.1. If the audit determines that there has been an overpayment by Company, Company may credit any overpayment against its next quarterly payment under Section 10. No auditor employed by the County shall be compensated on a success based formula, i.e., payment based on a percentage of an underpayment, if any. The County shall not conduct an audit more frequently than once every three (3) years provided, however, that in the event of an underpayment of 5% or more in an audited period or audited year this limitation shall not apply to the subsequent audit period.

10.5 Limitation on Franchise Fee Actions: The period of limitation for recovery of any Franchise fee payable hereunder shall be five (5) years from the end of the fiscal year during which the Franchise fee payment was made.

Section 11. (CUSTOMER SERVICE) Customer service standards are set forth in Exhibit A, which shall be binding unless amended by written consent of the parties.

Section 12. (BOOKS AND RECORDS) Upon thirty (30) days written notice to the Company, the County shall have the right to inspect Company's books and records pertaining to Company's provision of Cable Service in the Franchise Area at any time during Normal Business Hours and on a non-disruptive basis, as are reasonably necessary to ensure compliance with the terms of this Agreement and the Cable Law. Such notice shall specifically reference the records the County desires to review including, but not necessarily limited to, all books, records, maps, plans, financial statements, service complaint logs, performance test results, records required to be kept by Company and any parent company as such relate to the Cable System pursuant to the rules and regulations of the FCC and other regulatory agencies, and other like materials of Company and any parent company which relate to the enforcement of the Franchise. Such ability shall satisfy the requirements of Section 235-17B-C of the Cable Law. Company's responsibility to provide financial information under Section 235-16A of the Cable Law will be limited to Gross Revenue for Franchise fee purposes. All books and records relating to Company's activities under the Franchise shall be, or upon request be made, available in Harford County. Any information requested by the County pursuant to Section 235-16F of the Cable Code shall be limited to the provisions of Cable Services in the Franchise Area. Company shall not be required to maintain any books and records for Franchise compliance purposes longer than five (5) years.

12.1 (PROPRIETARY INFORMATION) Notwithstanding anything to the contrary set forth in this Section, Company shall not be required to deliver copies of information which it reasonably deems to be proprietary or confidential in nature, nor disclose any of its or an Affiliate's books and records not relating to the provision of Cable Service in the Service Area. The County agrees to treat any information disclosed by Company as confidential and only to disclose it to those employees, representatives, and agents of the County that have a need to know in order to enforce this Franchise Agreement and who agree, through the execution of a non-disclosure agreement, to

maintain the confidentiality of all such information. Company shall not be required to provide Customer information in violation of Section 631 of the Cable Act or any other applicable federal or state privacy law. For purposes of this Section, the terms "proprietary or confidential" include, but are not limited to, information relating to the Cable System design, customer lists, marketing plans, financial information unrelated to the calculation of Franchise fees or rates pursuant to FCC rules, or other information that is reasonably determined by Company to be competitively sensitive. Company may make proprietary or confidential information available for inspection, but not copying or removal of information by the County's representative. If the County receives a demand from any person for disclosure pursuant to the Maryland Public Information Act of any information designated by the Company as confidential, the County shall, within 5 business days of receiving this request, provide the Company with notice of the request, including providing a copy of the Public Information Act Records Request received by the County. Company shall thereafter have 5 business days within which to provide a written response to the County before the County may disclose any requested confidential information. Should the County determine that it will be necessary to disclose the information pursuant to the Public Information Act, the County shall promptly notify Company and, if possible, provide to the Company a minimum of 5 business days prior to the information being released to the requestor. The County shall retain final discretion to determine whether to release the requested information in response to the Public Information Act Records Request as recognized under Maryland Law, subject to the Company's right to initiate court action to protect its interests including, but not limited to, requesting an injunction or other order restraining and prohibiting the release of the information by the County pending a ruling by the Court.

**12.2 (RECORDS REQUIRED) Company shall at all times maintain:**

a) Subject to applicable state and federal privacy restrictions, records of all written complaints and those otherwise captured by Company's complaint process for a period of three (3) years after receipt by Company. The term "complaint" as used herein refers to complaints about any aspect of the Cable System as it relates to the Company's Cable Service operations, including, without limitation, complaints about employee courtesy. Complaints recorded will not be limited to complaints requiring an employee service call. This shall fulfill the requirements of Section 235-11D(i) of the Cable Law.

b) Record of outages for a period of three (3) years after occurrence, indicating date, duration, area, and the number of Subscribers affected, type of outage and cause;

c) Records of service calls for repair and maintenance for a period of three (3) years after resolution by Company, indicating the date and time service was required, the date of acknowledgement and date and time service was scheduled (if it was scheduled) and the date and time service was provided, and (if different) the date and time the problem was resolved;

d) Records of installation, reconnection and requests for Service extension for a period of three (3) years after the request was fulfilled by Company, indicating the date of request, date of acknowledgement, and the date and time service was extended; and

e) A map showing the area of coverage for the provisioning of Cable Services.

### **12.3 (REPORTS REQUIRED)**

a) In accordance with Section 235.16 of the Code, for the purpose of ensuring compliance with the terms and conditions of this Agreement, the Company shall, concurrent with the payment of the fee specified in Section 10 hereof, file a verified statement of the gross subscriber revenues received from the subscribers in the County for the preceding quarter and it will also provide the aggregate number of subscribers receiving Cable Services.

b) After the company and its affiliates and subsidiaries have filed a report, petition or communication with any governmental body pertaining directly and materially to any aspect of the Company's provision of Cable Service in the County, it shall file copy of such document with the County upon 10 days written request.

### **Section 13. (PRIVACY)**

13.1 Company shall respect the rights of privacy of every Customer and shall not violate such rights through the use of any device or signal associated with the Cable System. Company shall at all times comply with the privacy provisions of Section 631 of the Cable Act and all other applicable federal and state privacy laws and regulations.

13.2 Company shall be responsible for complying with all applicable privacy laws and regulations and shall at all times maintain adequate physical, technical and administrative security safeguards to ensure that personal Customer information is handled and protected strictly in accordance with all applicable laws and regulations.

13.3 Except as permitted by applicable law, neither Company nor its designee nor its employees shall make available to any third party, including the County, information concerning the viewing habits or subscription package decisions of any individual Customer. If a court authorizes or orders such disclosure, Company shall notify the Customer prior to disclosure, unless such notification is otherwise prohibited by applicable law or the court.

13.4 Upon a written request by a Customer, Company shall make available for inspection at a reasonable time and place all personal Customer information that Company maintains regarding said Customer. Company shall ensure that all information related to billing and service requests is accurate and up to date and shall promptly correct any errors upon discovery.

13.5 Except as permitted by applicable law, Company shall not make its Customer list or lists, or any portion thereof, available to any other person or entity, with or without remuneration.

**Section 14. (TRANSFER OF FRANCHISE)** The Company's right, title and interest in the Cable System shall not be sold, transferred or otherwise encumbered, other than to an entity controlling, controlled by, or under common control with Company, without prior consent of the Council, provided such consent shall not be unreasonably withheld, delayed or conditioned. In the event that the Company seeks the Council's consent for an assignment, the Council shall act by resolution upon said request within 60 days of request or the assignment shall be considered to be approved

automatically. No consent shall be required, however, for: (i) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or in the Cable System in order to secure indebtedness, (ii) a transfer to an entity directly or indirectly owned or controlled by Comcast Corporation, or (iii) the sale, conveyance, transfer, exchange or release of fifty percent (50%) or less of its equitable ownership. Within thirty (30) days of receiving a notice of transfer, the Franchising Authority may, in accordance with FCC rules and regulations, notify the Grantee in writing of the additional information, if any, it requires regarding the legal, financial, and technical qualifications of the transferee or new controlling party.

#### Section 15. (SERVICE OBLIGATIONS)

**15.1 (GENERAL SERVICE OBLIGATION)** The Company shall make Cable Services available to residential dwelling units, and may make Cable Service available to businesses, in all areas of the Franchise Area where density is equal to or greater than twenty (20) occupied residential dwelling units per mile or six (6) occupied residential dwelling units per one quarter (1/4) mile as measured in the strand footage from the nearest technically feasible point on the Cable System trunk or feeder line. In no event will density be considered met for areas not meeting twenty (20) homes per mile from the technically feasible point or by including occupied dwelling units beyond one mile. For purposes of this section, a home shall be counted as a "dwelling unit" if, and only if, such home is within two hundred (200) feet of the public right of way. Should, through new construction, an area within the Franchise Area meet the density requirements after the Effective Date of the Franchise, Company shall use commercially reasonable efforts to provide Cable Service to such area within twelve (12) months of the date that the Company is notified of a request from a potential subscriber of an occupied residential dwelling unit or receiving written notice from the County that the density requirements have been met and the Company verifies that the density requirement is satisfied. However, the Company is not required to provide Cable Service to any area that is being serviced by any other cable television company that holds a franchise from the County, or to any area where another cable television company holding a franchise from the County has plant in closer proximity than the Company. Subject to the density requirements, Company shall offer Cable Service to all new residential dwelling units or previously unserved residential dwelling units located within two hundred fifty (250) feet of the Company's distribution cable at the standard installation rate.

**15.2 (ISOLATED AREAS)** Potential subscribers in an area satisfying the density requirement in Section 15.1 but beyond two hundred-fifty (250) feet of an existing distribution or trunk cable line shall be provided Service upon request. The Company shall be allowed to recover, from a Subscriber that requests such connection, actual costs incurred for connections that exceed two hundred-fifty (250) feet. The starting point shall be a point at the nearest technically feasible point on the cable plant using the public right-of-way. The actual length of cable needed from the starting point to the subscriber's home shall be the total number of feet.

a) Company shall provide service at its normal, published installation charge for the initial two hundred-fifty (250) feet of extension.

b) The subscriber shall pay all costs for the extension for the distance greater than two hundred-fifty (250) feet.



**15.3 (LOW DENSITY AREAS)** Where potential Subscribers reside in residential dwelling units in a portion of the Franchise Area with a density that does not meet the Subscriber density requirements set out in Section 15.1, upon request of those potential Subscribers Company shall extend Service to the potential Subscribers in the low density area if the potential Subscribers agree to pay a Subscriber contribution to aid in construction of the Cable system in this area. The costs of providing Cable Service to the area shall be calculated by taking the capital cost of extending such service divided by the number of residential dwelling units requesting Cable Service in the area minus the cost extending Cable Service to the residential dwelling units in an area that meets the density requirement specified in Section 15.1 above. The resulting costs shall equal the per Subscriber contribution relating to line extension of Cable Service in that particular area of the County, or

$$\frac{C}{LE} - \frac{CA}{P} = SC$$

- C equals the cost of construction of new plant from the nearest technically feasible point on the Cable System trunk or feeder line;
- LE equals the number of dwelling units requesting Cable Service in the line extension area, who subsequently pay a contribution in aid of construction;
- CA equals the average cost of construction per mile in the primary service area;
- LE equals the number of dwelling units requesting service in the line extension area;
- P equals the twenty (20) residential dwelling units per mile of plant as measured from the nearest technically feasible point on the Cable System trunk or feeder line; and
- SC equals the per residential dwelling unit contribution in aid of construction in the line extension area.

**15.4 (NON-DISCRIMINATION)** Neither the Company nor any of its employees, agents, representatives, contractors, subcontractors, or consultants, shall discriminate or permit discrimination between or among any individuals in the availability of Cable Services provided in connection with the Cable System in the Franchise Area; provided, however, Company reserves the right to deny service for good cause, including but not limited to non-payment or theft of service, vandalism of equipment, or documented or founded harassment or abuse of Company's employees or agents. It shall be the right of all individuals to receive all available services provided on the Cable System so long as such individual's financial or other obligations to the Company are satisfied. Nothing contained herein shall prohibit the Company from offering bulk discounts, promotional discounts, package discounts, or other such pricing strategies as part of its business practice.

**15.5 (CABLE SERVICE TO PUBLIC BUILDINGS)** Upon written request, subject to Section 15.1, Company shall provide, without charge within the Service Area, one (1) Service outlet activated for Basic Service to the fire stations, police stations, public schools, public libraries, and other public buildings used for County purposes designated by the County in Exhibit B attached hereto, and any newly acquired, constructed, or previously unserved schools and County buildings in the Service Area designated hereafter during the term of the Franchise in writing to the Company; provided, however, that if it is necessary to extend Company's trunk or feeder lines more than two hundred and fifty (250) feet solely to provide Service to any such school or public building, the County shall

have the option either of paying Company's direct costs for such extension in excess of two hundred and fifty (250) feet, or of releasing Company from the obligation to provide Service to such building. Company shall not be required to provide Cable Service without charge to locations that are not staffed or are not fit or designed for occupancy. Equipment provided by the Company, if any, shall be replaced at retail rates if lost, stolen, or damaged.

a) Notwithstanding the limitations under Section 15.5 above, the Company shall provide without charge eight (8) service outlets activated for Basic Service to the County Council office building and two (2) service outlets activated for Basic Service to the Office of the Harford County Executive.

#### **Section 16. (PEG SERVICES)**

16.1 Company shall make available for use on the Basic Service Tier, or as part of its lowest cost package offered to Subscribers, one dedicated Public/Educational/Government Access Channel (the "PEG Channel"), and, three (3) additional reserved access channels which may be activated in accordance with Section 16.5 below ("Reserved PEG Channels") (jointly the "PEG" Access Channels") so long as all other Cable Service providers in the Franchise Area are required to provide the Reserved PEG Channel.

16.2 The programming to be carried on the PEG Access Channels set aside by Company will be governmental, educational and public access in nature. County hereby authorizes Company to transmit such programming within and outside of County jurisdictional boundaries. Company specifically reserves its right to make or change channel assignments in its sole discretion. PEG Channel assignments should not be changed unless there is good cause. In the event of such a reassignment, Company shall provide notice of such change in at least two monthly Subscriber bill inserts or bill messages prior to such change (if commercially practicable) but in no event less than one monthly Subscriber bill insert or bill message; provided, however, that such bill inserts or bill messages shall not be necessary in the event Company provides notice of such changes to all Subscribers in a letter separate from their bill or by a substantially equivalent means.

16.3 The County has designated Harford Community College, 399 Thomas Run Road, Bel Air, Maryland 21015, as the single point of interconnection for PEG Access Channel facilities with the Cable System (the "PEG Access Interconnection Site").

16.4 Company shall, without charge to the County, provide upstream Access Channel transmission connections between its video channel aggregation point and the Harford County Network ("HCN") PEG Access Interconnection Site in order to permit the signals to be correctly routed from the HCN PEG Access Interconnection Site for distribution to Subscribers. The County shall deliver the HCN content from any remote program origination points to the HCN PEG Access Interconnection Site and generate a PEG signal suitable for interconnection.

16.5 Subject to Section 16.6, the County may activate a Reserved PEG Channel during the term of this Agreement by providing Company with written notice one hundred twenty (120) calendar days prior to the date it intends to activate any one of the Reserved PEG Channels which will originate from the PEG Access Interconnection Site or another existing Interconnection Site

pursuant to Subsection 16.10 below. In order to request activation of a Reserved PEG Channel, existing PEG Access Channels must be programmed at least eight (8) hours a day with first run, non-repetitive, non-character generated, non-commercial, locally-produced PEG Access programming, Monday through Saturday, for a minimum of six (6) consecutive weeks. The County's written notice shall specify the programming to be carried on such Reserve PEG Channels. Company is hereby authorized to transmit the Reserved PEG Channels within and outside of the County. Company shall assign the Reserved PEG Channel on its channel line-up. The connection of the Reserved PEG Channel(s) activated pursuant to this Section shall be located at the PEG Access Interconnection Site or the Interconnection Site. If the PEG Access Channels provided under this Article fail to meet the PEG Access programming threshold under this section for four (4) consecutive months, the Reserved PEG Channels may be reclaimed by the Company upon sixty (60) calendar days written notice.

16.6 The County shall provide to Company at the PEG Access Interconnection Site a suitable video signal and a suitable audio signal in a mutually agreed upon format suitable for the PEG Access Channels. The video and audio signals provided to Company shall be obtained directly from the County's facilities at the PEG Access Interconnection Site. Company, upon receipt of the suitable audio and video signals, shall provide, install and maintain in good working order only the equipment necessary for transmitting the PEG Access Channels signal to Company's channel aggregation site for further processing for distribution to Subscribers. Company's obligations with respect to such upstream transmission equipment and facilities shall be subject to the availability, without charge to Company, of any third party consent that may be necessary to transmit such signals (including the incumbent cable provider), and of suitable required space, environmental conditions, electrical power supply, access, pathways, and facilities and such cooperation of the County or any third party as is reasonably necessary for Company to fulfill such obligations.

16.7 The PEG channels shall be carried in compliance with all applicable FCC rules. All PEG channels shall be maintained at FCC standards commensurate with those which apply to the Cable System's commercial channels, provided that the Company shall not be responsible for the production quality of PEG access programming. Company shall encode and transmit the PEG Channels from the PEG Origination Point where Company acquires the signal to Subscribers in a manner that ensures that the signals originally provided to Company at the PEG Origination Point experience no greater degradation during such encoding and transmission than do other signals on the Cable System cablecast by the Company to Subscribers, regardless of where they originate or are inserted into the Cable System. If Company makes changes to the Cable System that require improvements to PEG Access facilities to continue to be used as they were intended under the terms of this Agreement, then Company shall, without charge to the County, make such changes in either the equipment and facilities referred to in Section 16.6 or in the Company's video channel aggregation point and distribution equipment and facilities in order to permit the continuation of such intended use.

16.8 Within 24 hours of a call from County to the Company identifying a technical problem and requesting assistance, Company will provide technical assistance or diagnostic services to determine whether or not a problem with a PEG signal is the result of matters for which Company is responsible and if so, Company will take prompt corrective action. If the problem persists and there

is a dispute about the cause, then the parties shall meet with engineering representation from Company and the County in order to determine the course of action to remedy the problem.

16.9 In the event Company relocates its headend, Company will be responsible for replacing or restoring the existing dedicated connection at Company's cost so that all the functions and capacity remain available, operate reliably and satisfy all applicable technical standards without additional costs to the County.

16.10 In the event that the County activates a Reserved PEG Channel from an origination site other than the PEG Access Interconnection Site, Company shall provide the technical capability to transmit video signals for the Reserved PEG Channel from an additional PEG interconnection site (the "Interconnection Site") to the Company's headend for distribution on the Cable System, so long as such connection is to a mutually agreeable public building located within the Franchise Area or another area within Harford County and two hundred fifty (250) feet solely to provide connectivity to a Reserved PEG Channel, the County for which Company has an effective cable franchise agreement and is within two hundred fifty (250) feet of the Company's trunk or feeder lines. If it is necessary to extend Company's trunk or feeder lines more than two hundred shall have the option either of paying Company's direct costs for such extension in excess of two hundred and fifty (250) feet, or of releasing Company from the obligation to provide connectivity to such building. Company's obligation under this Section 16.10 including its obligation to provide upstream equipment and facilities necessary to transmit signals, is limited to one additional Interconnection Site per Reserved PEG Channel and shall be subject to the requirements that are applicable to the PEG Access Interconnection Site in Sections 16.4, 16.6, and 16.7 above and to the provision by the County, without charge to Company, of access to PEG facilities and any other cooperation and access to facilities as are reasonably necessary for the Company to fulfill the obligations stated herein. Company shall, within one hundred eighty (180) calendar days of the delivery of suitable video and audio signals, provide, install, and maintain in good working order the equipment necessary for transmitting such signals to Cable Subscribers from the Interconnection Site.

16.11 County shall require all local producers and users of any of the PEG facilities or Channels to agree in writing to authorize Company to transmit programming consistent with this Agreement and to defend and hold harmless Company and the County, from and against any and all liability or other injury, including the reasonable cost of defending claims or litigation, arising from or in connection with claims for failure to comply with applicable federal laws, rules, regulations or other requirements of local, state or federal authorities; for claims of libel, slander, invasion of privacy, or the infringement of common law or statutory copyright; for unauthorized use of any trademark, trade names or service mark, for breach of contractual or other obligations owing to third parties by the producer or user; and for any other injury or damage in law or equity, which result from the use of a PEG facility or Channel.

16.12 Company shall not exercise editorial control over any public, educational, or governmental use of a channel position, except as otherwise required or permitted by law, including refusal to transmit any public access program or portion of a public access program that contains obscenity, indecency, or nudity.

16.13 After July 1, 2015, and with at least 120 day written notice to Company, a PEG Provider may provide Channel Signals exclusively in a mutually agreed upon HD format to the demarcation point at the designated point of origination for the PEG Channel, and as such the PEG Provider will no longer provide the Channel Signals in standard definition digital format. The County shall be responsible for the cost of any necessary equipment from the PEG Channel origination point in order to deliver PEG channels in HD format to the Company's channel aggregation site. The Company shall provide all necessary equipment at its headend and throughout its distribution system, in order to deliver the PEG Channels in accordance with the requirements of this Franchise Agreement. The County shall provide, without charge to the Company, access to any PEG facility providing signals in HD only format and any other cooperation and use of facilities as are reasonable necessary for the Company to fulfill the obligations stated herein. This Section 16.13 references the delivery of the HD signal from the PEG access point of origination to the Company's channel aggregation site only, and does not address the Company's carriage of HD PEG channels on the System.

16.14 Company reserves its rights to pass through costs associated with the provision of PEG Access in accordance with applicable law.

Section 17: (SYSTEM FACILITIES) To satisfy Section 235-13.1 of the Cable Law Company's Cable System shall meet or exceed the following requirements:

17.1 The System shall be designed to be an active two-way plant for subscriber interaction, if any, required for the selection or use of Cable Service.

17.2 Modern design when built, utilizing an architecture that will permit additional improvements necessary for high quality and reliable service throughout the Franchise term.

17.3 Protection against outages due to power failures, so that back-up power generators designed for twenty-four (24) hours backup power are available at each headend. Conforming to industry standards, but in no event rated for less than four (4) hours, back-up power generators at each power supply site.

17.4 Facilities and equipment of good and durable quality, generally used in high-quality, reliable, systems of similar design.

17.5 Facilities and equipment sufficient to cure violations of any applicable FCC technical standards and to ensure that the Cable System remains in compliance with the standards specified in Section 17.12.

17.6 Facilities and equipment as necessary to maintain, operate, and evaluate the Cable System to comply with any applicable FCC technical standards, as such standards may be amended from time to time.

17.7 All facilities and equipment shall be designed to be capable of continuous twenty-four (24) hour daily operation in accordance with applicable FCC standards except as caused by a Force Majeure event.

17.8 All facilities and equipment shall be designed, built and operated in such a manner as to comply with all applicable FCC requirements regarding (i) consumer electronic equipment and (ii) interference with the reception of over-the-air signals by a subscriber.

17.9 All facilities and equipment shall be designed, built and operated in such a manner as to protect the safety of the Cable System workers and the public.

17.10 All facilities and equipment shall be able to properly test the Cable System and conduct an ongoing and active program of preventive maintenance and quality control and to be able to quickly respond to customer complaints and resolve system problems.

17.11 Company shall provide adequate security provisions in its Subscriber site equipment to permit parental control over the use of Cable Services on the System. Such equipment will at a minimum offer as an option that a Subscriber ordering programming must provide a personal identification number or other means provided by Company only to a Subscriber. Provided, however, that Company shall bear no responsibility for the exercise of parental controls and shall incur no liability for any Subscriber's or viewer's exercise or failure to exercise such controls.

17.12 The Cable System must conform to or exceed all applicable FCC technical performance standards, as amended from time to time, and any other future applicable technical performance standards, which the County is permitted by a change in law to enforce, and shall substantially conform in all material respects to applicable sections of the following standards and regulations to the extent such standards and regulations remain in effect and are consistent with accepted industry procedures.

- a) Occupational Safety and Health Administration (OSHA) Safety and Health Standards;
- b) National Electrical Code;
- c) National Electrical Safety Code (NESC);
- d) Obstruction Marking and Lighting, AC 10/7460 i.e., Federal Aviation Administration;
- e) Constructing, Marking and Lighting of Antenna Structures, Federal Communications Commission Rules, Part 17; and
- f) The Harford County Building and Electrical Codes.

17.13 (INTERCONNECTION) Company shall design its Cable System so that it may be interconnected with other cable systems in the Franchise Area at suitable locations as determined by Company. Interconnection of systems may be made by direct fiber connection or other methods of equivalent quality.

17.14 (EMERGENCY ALERT SYSTEM) Company shall comply with the Emergency Alert System ("EAS") requirements of the FCC in order that emergency may be distributed over the System.

17.15 (RESTORATION OF COUNTY PROPERTY) When installing, repairing or disconnecting Cable Service, any County property damaged or destroyed by the Company's employees or agents shall be repaired or replaced by the Company and restored to a condition comparable to the condition immediately prior to the disturbance.

**17.16 (RESTORATION OF PRIVATE PREMISES)** Company shall ensure that privately-owned premises are restored to a condition comparable to the condition immediately prior to the disturbance if damaged by the Company's employees or agents in connection with the installation, repair, or disconnection of Cable Service.

**Section 18. (TERM OF FRANCHISE)** The franchise renewal and rights herein granted shall take effect upon the Effective Date of the franchise renewal by the Company with the Council Administrator and shall continue in full force for a term of 10 years from the Effective Date.

**Section 19. (RENEWAL)** Any renewal of this Agreement shall be governed by and comply with the provisions of Section 626 of the Cable Act (47 U.S.C. §546), as amended.

**Section 20. (PERFORMANCE BOND)** Prior to the Service Date, in satisfaction of Section 235-19 of the Cable Law, the Company shall provide to the County a security for the performance of its obligations under this Agreement in the amount of Ten Thousand Dollars (\$10,000) in cash or in the form of a letter of credit reasonably satisfactory to the County or in form of a performance bond (the "Security Fund"). Subject to Section 21, the following procedures shall apply to the Security Fund: (i) the County may not draw on the Security Fund until thirty (30) calendar days have passed after the County has provided the Company with written notice of its intent to make such withdrawal and the amount and the reasons therefor; (ii) in the event that the Security Fund is in the form of cash, amounts withdrawn from the Security Fund pursuant to this Section shall be replenished by Franchisee by delivering to the County or its designee for deposit in the Security Fund a cash amount equal to the amount so withdrawn within thirty (30) calendar days of its receipt of notice from the County of the date and amount of such withdrawal; (iii) in the event the Security Fund is in the form of a letter of credit, Franchisee shall replenish the Security Fund by establishing a new letter of credit within thirty (30) calendar days of its receipt of notice from the County of the date and amount of such withdrawal; and (iv) within thirty (30) calendar days of receipt of the new letter of credit, the County shall return the previously issued letter of credit to the Company. If the Company posts a performance bond ("Performance Bond"), in the event that a Performance Bond provided pursuant to this Agreement is not renewed or is cancelled, the Company shall provide new security pursuant to the Agreement within thirty (30) calendar days of such cancellation or failure to renew. Neither cancellation, nor termination, nor refusal by surety to extend the Performance Bond, nor inability of the Company to file a replacement bond or replacement security for its obligations, shall constitute a loss to the County recoverable under the bond. Within five (5) calendar days after a draw, the County shall notify the Company of the date and amount of the draw from the Performance Bond.

**Section 21. (ENFORCEMENT AND REVOCATION)**

**21.1 (NOTICE OF VIOLATIONS AND CURE)** In order to apply the provisions of Section 235-27B(i) of the Cable Code, in the event that the County believes that Company has not complied with the terms of this Agreement or applicable provision of the Cable Law, the County shall informally discuss any alleged noncompliance, violation or failure with Company. As provided in Section 235-27B(i) of the Cable Code, if these discussions do not lead to resolution of the problem in a reasonable time and if the County wishes to pursue the matter further, the County shall notify

Company in writing of the exact nature of the alleged noncompliance (for purposes hereof, the "Noncompliance Notice"). Company shall have thirty (30) days from receipt of the Noncompliance Notice to: (i) respond to the County, if Company contests (in whole or in part) the assertion of noncompliance, (ii) cure such noncompliance; or (iii) in the event that, by the nature of the noncompliance, it cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such noncompliance and notify the County of the steps being taken and the projected date that they will be completed, provided however, that if such alleged noncompliance creates a safety hazard placing members of the public in imminent danger, Company shall commence cure promptly after notice. In the event that Company fails to respond to the Noncompliance Notice, or in the event that the alleged default is not remedied within thirty (30) days or the date projected pursuant to clause (iii) above, the County may pursue any remedies available under this Agreement.

21.2 (ENFORCEMENT) Subject to applicable federal and state law, in the event the County determines after the procedures above that Company is in default of any provision of this Agreement, the County may:

a) Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or

b) At its election, County may require an issue to be decided by arbitration as provided in Section 235-28 of the Cable Law.

c) Commence an action at law for monetary damages or seek other equitable relief; or

d) Exercise its rights under the Performance Bond as described in Section 20; or

e) In the case of a substantial material default of a provision of this Agreement or the Cable Law to the extent applicable, seek to revoke the Franchise in accordance with Section 21.3 of this Agreement. Section 235-19.1 (A)(ii) of the Cable Law shall not apply to Franchisee.

21.3 (REVOCATION) Should the County seek to revoke the Franchise after following the procedures set forth above in this Section 21, the County shall give written notice to Company of such intent. The notice shall set forth the specific nature of the noncompliance. Company shall have ninety (90) calendar days from receipt of such notice to object in writing and to state its reasons for such objection. In the event the County has not received a satisfactory response from Company, it may then seek termination of the Franchise at a public hearing. The County shall cause to be served upon the Company, at least thirty (30) calendar days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to revoke the Franchise. At the designated hearing, Company shall be provided a fair opportunity for full participation, including the right to be represented by legal counsel, to submit information for inclusion in the record. Company shall be permitted to record or make a transcript of such hearing. If the County determines that the Franchise shall be revoked, the County shall promptly provide Company with written evidence setting forth its reasoning. To the extent permitted by applicable law, Company may challenge such determination of the County to an appropriate court. Company



shall be entitled to such relief as the court finds appropriate. The County may, at its sole discretion, take any lawful action which it deems appropriate to enforce the County's rights under the Franchise in lieu of revocation of the Franchise, and, except as otherwise provided in this Agreement or the Cable Law., any action, proceeding or exercise of a right by the County under Section 21.1 through 21.3 shall not constitute an election of remedies or a waiver of any other rights the County may have, including the right to seek specific performance of any provision which reasonably lends itself to such remedy as an alternative to damages, provided such remedies are not duplicative. In the event of a final revocation or non-renewal of the Franchise, Company will continue to make Cable Service available for a reasonable period of time, not less than six (6) months, if necessary to allow customers to transition to an alternate Cable Service provider. In accordance with applicable law, Company may continue to operate the Cable System to the extent such Cable System is used for the provision of other services.

21.4 In determining which of the remedies available under this Franchise is appropriate, the County may consider, among other things:

- a) The nature of extent of the violation;
  - b) Whether the Company has had a history of similar violations;
  - c) The damage suffered by the public and cost of remedying these violations;
- and
- d) Such other factors that the County may deem appropriate.

## **Section 22. (MISCELLANEOUS PROVISIONS)**

22.1 (ACTIONS OF PARTIES) In any action by the County or Company that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious, and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld, delayed or conditioned.

22.2 (BINDING ACCEPTANCE) This Agreement shall bind and benefit the parties hereto and their respective heirs, beneficiaries, administrators, executors, receivers, trustees, successors and assigns, and the promises and obligations herein shall survive the expiration date hereof.

22.3 (PREEMPTION) In the event that federal or state law, rules or regulations preempt a provision or limit the enforceability of a provision of this Agreement, the provision shall be read to be preempted to the extent, and for the time, but only to the extent and for the time, required by law. In the event such federal or state law, rule or regulation is subsequently repealed, rescinded, amended or otherwise changed so that the provision hereof that had been preempted is no longer preempted, such provision shall thereupon return to full force and effect, and shall thereafter be binding on the parties hereto, without the requirement of further action on the part of the County.

22.4 (NOTICES) Unless otherwise expressly stated herein or agreed between the parties, notices required under this Agreement and Sections 235-17A and 235-32 of the Cable Code shall be mailed first class, postage prepaid, or via overnight courier to the addresses listed below. Each party may change its designee or address by providing written notice to the other party.

- a) Notices to Company shall be mailed to:

Comcast of Harford County, LLC  
8098 Sandpiper Circle  
Nottingham, MD 21236  
Attention: Government Affairs Department

With copies:

Comcast Cable  
1031 McCormick Drive, 4<sup>th</sup> Floor  
Largo, MD 20774  
Attention: Government Affairs Department

And to:

Comcast Cable Northeast Division  
676 Island Pond Road  
Manchester, NH 03109  
Attention: Government Affairs Department

b) Notices to the County shall be mailed to:

Council Administrator  
Harford County Council  
212 South Bond Street  
Bel Air, MD 21014

With a copy to:

Council Attorney  
Harford County Council  
212 South Bond Street  
Bel Air, MD 21014

**22.5 (ENTIRE AGREEMENT)** This Agreement and the Exhibits hereto constitute the entire agreement between Company and the County, and it supersedes all prior or contemporaneous agreements, representations, proposals or understandings of the parties regarding the subject matter hereof except as specifically incorporated herein. Amendments modifications to this Agreement shall be mutually agreed to in writing by the parties.

**22.6 (CAPTIONS)** The captions and headings of articles and sections throughout this Agreement are intended solely to facilitate reading and reference to the sections and provisions of this Agreement. Such captions shall not affect the meaning or interpretation of this Agreement.

**22.7 (CONFLICTS WITH THE ACT AND THE CODE)** The County and the Company recognize that this Renewal Franchise Agreement imposes certain burdens and obligations on the Company that are

greater than those imposed by the Act or the Code, and the Company agrees to be bound by these greater burdens and obligations. The provisions of this agreement shall be liberally construed to effectuate their objectives. Company is subject to the Cable Law in effect as of the Effective Date of this Agreement and to all reasonable and lawful exercises of police power by the County, provided that each of these authorities is applied in a manner consistent with Company's rights under this Agreement. In the event of a conflict between the Cable Law and this Agreement, this Agreement shall prevail. The County shall not modify the terms and conditions of the Agreement by changes to the Cable Law enacted after the Effective Date. Any amendments to the Cable Law shall be consistent with state and federal law and shall not abrogate any contractual rights Company contained herein or impose any new obligations or duties on Company that would be inconsistent with this Agreement.

**22.8 (SEVERABILITY)** If any sentence, clause, section or part of this Agreement is for any reason found to be unconstitutional, illegal or invalid, such unconstitutionality, illegality or invalidity shall not affect or impair any of the remaining provisions, sentences, clauses, sections or part of this Agreement. It is hereby declared as the intent of the Council that this Agreement would have been enacted had such unconstitutional, illegal or invalid sentence, clause, section or part thereof not been included therein.

**22.9 (FORCE MAJEURE)** The Grantee shall not be held in default under, or in non-compliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of the Franchise), where such non-compliance or alleged defaults occurred or were caused by lightning strike, earthquake, flood, tidal wave, unusually severe rain, ice or snow storm, hurricane, tornado, or other catastrophic act of nature; riot, war, labor disputes, environmental restrictions, failure of utility service necessary to operate the Cable System, governmental, administrative or judicial order or regulation or other event that is reasonably beyond the Grantee's ability to anticipate or control. This provision also covers work delays caused by waiting for utility providers to service or monitor their own utility poles on which the Grantee's cable or equipment is attached, as well as unavailability of materials or qualified labor to perform the work necessary.

**22.10 (CABLE SYSTEM TRANSFER PROHIBITION)** Under no circumstances including, without limitation, upon expiration, revocation, termination, denial of renewal of the Agreement or any other action to forbid or disallow Company from providing Cable Services, shall the Company or its assignees be required to relinquish or sell any right, title, interest, use or control of any portion of the Company's Cable System and any capacity used for Cable service or otherwise, to the LFA or any third party. Company shall not be required to remove the Cable System or to relocate the Cable System or any portion thereof as a result of revocation, expiration, termination, denial of renewal or any other action to forbid or disallow Company from providing Cable Services. Notwithstanding the foregoing, this provision is not intended to contravene leased access requirements under federal law or PEG requirements set out in this Agreement.

**22.11 (MODIFICATION)** This Agreement shall not be modified except by written instrument executed by both parties.

**22.12 (BILLS)** The County hereby requests that Company include the County's name, address, and telephone number on Subscriber bills as permitted by 47 CFR 76.952.

**22.13 (RATE REGULATION)** The rates and charges for Company's Cable Service shall comply with any applicable provisions of 47 U.S.C. §543. The parties acknowledge and agree that the rates and charges imposed by Company for Cable Services will not be subject to the approval of or regulation by the County since Company will be subject to effective competition as provided in 47 U.S.C. §543. Therefore, the County will not regulate Company's rates at this time, but it reserves any right to regulate Company's rates it may have in the future in accordance with applicable law.

**22.14 (GOVERNING LAW)** This Agreement shall be governed by and construed under the laws of the State of Maryland and applicable federal law.

**22.15 (JURISDICTION AND VENUE)** Company and the County agree that any court action to enforce or interpret the terms of this Agreement shall be brought and maintained exclusively in the Circuit Court for Harford County, Maryland, or the U.S. District Court for the District of Maryland.

**22.16 (NO WAIVER)** Company shall not be relieved of its obligations to comply with any of the provisions of this Franchise by reason of any failure of the County to enforce prompt compliance, nor does the County waive or limit any of its rights under this Franchise by reasons of such failure or neglect. The County Council shall be vested with the power and authority to reasonably regulate the exercise of the privileges permitted by this franchise in the public interest. County shall not be relieved of its obligations to comply with any of the provisions of this Franchise by reason of any failure of the Company to enforce prompt compliance, nor does the Company waive or limit any of its rights under this Franchise by reasons of such failure or neglect.

**22.17 (AFFILIATE ACTIONS)** During the term of the Franchise, the Company shall be liable to the acts or omissions of its affiliates while such affiliates are involved directly or indirectly in the construction, upgrade, installation, maintenance or operation of the cable system as if the acts or omissions of such affiliates are the acts or omissions of the Company.

**22.18 (GUARANTEE OF PERFORMANCE)** Company agrees that it enters into this Franchise voluntarily in order to secure and in consideration of the grant from the County of a 10-year Franchise. The Company has the requisite power and authority under applicable law and its by-laws and articles of incorporation and/or other organizational documents, is authorized by resolutions of its Board of Directors or other governing body, and has secured all consents which are required to be obtained as of the Effective Date of this Franchise Agreement, to enter into and legally bind the Franchisee to this Franchise and to take all actions necessary to perform all of its obligations pursuant to this Franchise Agreement.

**22.19 (CONTRACTORS)** Any contractor or subcontractor used for work or construction, installation, operation, maintenance, or repair of System equipment or for the pruning or removal must be properly licensed under laws of the State and all applicable local ordinances, where applicable, and each contractor or subcontractor shall have the same obligations with respect to its work as the Franchisee would have if the work were performed by the Franchisee. The Franchisee must ensure that contractors, subcontractors and all employees who will perform work for it are trained. The Franchisee shall be responsible for ensuring that the work of contractors and subcontractors is performed consistent with the franchise and applicable law, persons contracting

or subcontracting or representing the Franchisee in the course of providing Cable Service to any Subscriber.

22.20 (NO THIRD PARTY BENEFICIARIES) Nothing in this Franchise is or was intended to confer third-party beneficiary status on any member of the public to enforce the terms of this Franchise.

WITNESS the hands and seals of the parties the day and year first above written.

Harford County, Maryland

By: Billy Bonfante

Title: COUNCIL PRESIDENT

Date: 6/19/14

Comcast of Harford County, LLC

By: Thomas S. Caughn

Title: Regional Senior VP

Date: 7/15/14

## **EXHIBIT A**

### **Customer Service Standards**

These standards shall apply to the Company in the Franchise Area. In addition, the customer service requirements in the Cable Law to the extent they are consistent with this Exhibit shall also apply to the Company. The Federal Communication Commission's customer service obligations at 47 CFR 76.309, 76.1602 and 76.1603 to the extent they are not in conflict with this Exhibit shall also apply to the Company.

#### **SECTION 1: DEFINITIONS**

**A. Respond:** Company's investigation of a Service Interruption by receiving a Subscriber call and opening a trouble ticket, if required.

**B. Significant Outage:** A significant outage of the Cable Service shall mean any Service Interruption or System Malfunction lasting at least four (4) continuous hours that affects at least ten percent (10%) of the Subscribers in the Service Area.

**C. Service Call:** The action taken by the Company to correct a Service Interruption, the effect of which is limited to an individual Subscriber.

**D. Standard Installation:** Installations where the Subscriber is within two hundred fifty (250) feet of trunk or feeder lines.

#### **SECTION 2: TELEPHONE AVAILABILITY**

**A.** The Company shall maintain a toll-free number to receive all calls and inquiries from Subscribers in the Franchise Area and/or residents regarding Cable Service. Company representatives trained and qualified to answer questions related to Cable Service in the Service Area must be available to receive reports of Service Interruptions twenty-four (24) hours a day, seven (7) days a week, and other inquiries at least forty-five (45) hours per week. Company representatives shall identify themselves by name when answering this number.

**B.** The Company's telephone numbers shall be listed on Subscriber bills, included in materials provided to customers upon installation, included with materials provided to customers under Section 10F herein, and be accessible on the internet and by internet search engines.

**C.** Company may use an Automated Response Unit ("ARU") or a Voice Response Unit ("VRU") to distribute calls. If a foreign language routing option is provided, and the Subscriber does not enter an option, the menu will default to the first tier menu of English options.

After the first tier menu (not including a foreign language rollout) has run through three times, if customers do not select any option, the ARU or VRU will forward

the call to a queue for a live representative. The Company may reasonably substitute this requirement with another method of handling calls from customers who do not have touch-tone telephones.

D. Under Normal Operating Conditions, telephones answered by a customer service representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. Should the call be transferred, the transfer time shall not exceed thirty (30) seconds. The Company shall meet this standard for ninety percent (90%) of the calls it receives under normal operating conditions, as measured on a quarterly calendar basis.

E. Under Normal Operating Conditions, callers to the Company shall receive a busy signal no more than three (3%) of the time during any calendar quarter.

F. Upon written request, the Company shall provide the County with a report once every quarter thirty (30) calendar days following the end of each quarter, which contains the following for all call centers receiving calls from Subscribers:

(1) Percentage of calls answered within thirty (30) seconds as set forth in Subsection D.

(2) Percentage of transferred calls which are transferred within thirty (30) seconds.

(3) Percentage of time customers received busy signal when calling the Company.

Subject to consumer privacy requirements, underlying activity will be made available to the County for review upon reasonable request.

### **SECTION 3: INSTALLATIONS AND SERVICE APPOINTMENTS**

A. All installations shall be in accordance with FCC rules, including but not limited to, appropriate grounding, connection of equipment to ensure reception of Cable Service, and the provision of required consumer information and literature to adequately inform the Subscriber in the utilization of the Company-supplied equipment and cable Service.

B. The Standard Installation shall be performed within seven (7) business days after an order is placed where a drop connection already is in place. If the drop is not present, the Standard Installation shall be performed within fourteen (14) business days after an order is placed. For other than a Standard Installation, Company shall provide the customer in advance with a total installation cost estimate and an estimated date of completion.

Commencing with the first calendar quarter from the effective date of this Franchise Agreement, Company shall meet this standard for ninety-five percent (95%) of

the Standard Installations it performs, as measured on a calendar quarter basis, excluding customer requests for connection later than seven (7) business days after an order is placed.

C. Upon written request, the Company shall provide the County with a report once every quarter thirty (30) calendar days following the end of each quarter, noting the percentage of Standard Installations completed within the seven (7) business day period, excluding those requested outside of the seven (7) business day period by the Subscriber. Subject to consumer privacy requirements, underlying activity will be made available to the County for review upon reasonable request.

D. The Company will offer Subscribers "appointment window" alternatives for arrival to perform installations, Service Calls and other activities of a maximum four (4) hours scheduled time block during appropriate daylight available hours, usually beginning at 8:00 a.m. unless it is deemed appropriate to begin earlier by location exception. At the Company's discretion, the Company may offer Subscribers appointment arrival times other than these four (4) hour time blocks, if agreeable to the Subscriber.

E. Company may not cancel an appointment with a Customer after the close of business on the business day prior to the scheduled appointment.

F. If Company's representative is running late for an appointment with a Customer and will not be able to keep the appointment as scheduled, the Customer shall be contacted. The appointment will be rescheduled, as necessary, for a time which is convenient for the Customer.

#### **SECTION 4: SERVICE INTERRUPTIONS AND OUTAGES**

A. The Company shall notify the County of any Significant Outage of the Cable Services.

B. The Company shall exercise commercially reasonable efforts to limit any Significant Outage for the purpose of maintaining, repairing, or constructing the Cable System. Except in an emergency or other situation necessitating a more expedited or alternative notification procedure, the Company may schedule a Significant Outage for a period of more than four (4) hours during any twenty-four (24) hour period only after the County and each affected Subscriber in the Service Area have been given fifteen (15) calendar days prior notice of the proposed Significant Outage. Notwithstanding the foregoing, Company may perform modifications, repairs and upgrades to the System between 12:01 a.m. and 6:00 a.m. which may interrupt service, and this Section's notice obligations respecting such possible interruptions will be satisfied by notice provided to Subscribers upon installation and in the annual subscriber notice.

C. Company representatives who are capable of responding to Service Interruptions must be available to Respond twenty-four (24) hours a day, seven (7) calendar days a week.



D. Under Normal Operating Conditions, the Company must Respond to a call from a Subscriber regarding a Service Interruption or other service problems within the following time frames:

(1) Within twenty-four (24) hours, including weekends, of receiving subscriber calls respecting Service Interruptions in the Service Area.

(2) The Company must begin actions to correct all other Cable Service problems the next business day after notification by the Subscriber or the County of a Cable Service problem.

E. The Company shall meet the standard in Subsection D of this Section for ninety percent (95%) of the Service Interruptions and other service problems it Responds to, as measured on a quarterly basis.

F. Under Normal Operating Conditions, the Company shall make reasonable efforts to complete Service Calls within seventy two (72) hours of the time Company commences to Respond to the Service Interruption, not including situations where the Subscriber is not reasonably available for a Service Call to correct the Service Interruption within the seventy two (72) hour period.

G. Upon written request, Company shall provide the County with a report once every quarter within thirty (30) calendar days following the end of each calendar quarter, noting the percentage of Service Calls completed within the seventy two (72) hour period not including Service Calls where the Subscriber was reasonably unavailable for a Service Call within the seventy two (72) hour period as set forth in this Section. Subject to consumer privacy requirements, underlying activity will be made available to the County for review upon reasonable request.

H. Under Normal Operating Conditions, the Company shall provide a credit upon Subscriber request when all Channels received by that Subscriber are out of service for a period of four (4) consecutive hours or more. The credit shall equal, at a minimum, a proportionate amount of the affected Subscriber(s) current monthly bill. In order to qualify for the credit, the Subscriber must promptly report the problem and allow the Company to verify the problem if requested by the Company. If Subscriber availability is required for repair, a credit will not be provided for such time, if any, that the Subscriber is not reasonably available.

I. Under Normal Operating Conditions, if a Significant Outage affects all Cable Services for more than twenty-four (24) consecutive hours, the Company shall issue a credit to the affected Subscribers upon request in the amount equal to their monthly recurring charges for the proportionate time the Cable Service was out. Such credit shall be reflected on Subscriber billing statements in accordance with Section 8 of this Exhibit. Subscribers shall be given notice of the availability of credits upon subscribing to Cable Services.

## **SECTION 5: CUSTOMER COMPLAINTS**

Under Normal Operating Conditions, the Company shall investigate Subscriber complaints referred by the County within five (5) business days. The Company shall notify the County of those matters that necessitate an excess of five (5) business days to resolve, but those matters must be resolved within twenty (20) calendar days of the initial complaint. The County may require reasonable documentation to be provided by the Company to substantiate the request for additional time to resolve the problem. For purposes of this Section, "resolve" means that the Company shall perform those actions, which, in the normal course of business, are necessary to investigate the Customer's complaint and advise the Customer of the results of that investigation.

## **SECTION 6: BILLING**

A. Subscriber bills must be itemized to describe Cable Services purchased by Subscribers and related equipment charges. Bills shall clearly delineate activity during the billing period, including optional charges, rebates, credits, and aggregate late charges. Company shall, without limitation as to additional line items, be allowed to itemize as separate line items, franchise fees, franchise related costs in accordance with applicable law, taxes and/or other governmentally imposed fees. The Company shall maintain records of the date and place of mailing of bills.

B. Every Subscriber with a current account balance sending payment directly to Company shall be given at least twenty (20) calendar days from the date the statements are mailed to the Subscriber until the payment due date.

C. Should any customer's rates be changed (whether increased or decreased) an explanation shall be provided to customers in accordance with Section 10E herein.

D. A specific due date shall be listed on the bill of every Subscriber whose account is current. Delinquent accounts may receive a bill which lists the due date as upon receipt; however, the current portion of that bill shall not be considered past due except in accordance with Subsection 6.B above.

E. Any Subscriber who, in good faith, disputes all or part of any bill shall have the option of withholding the disputed amount without disconnect or late fee being assessed until the dispute is resolved provided that:

- (1) The Subscriber pays all undisputed charges;
- (2) The Subscriber provides notification of the dispute to Company within five (5) calendar days prior to the due date; and
- (3) The Subscriber cooperates in determining the accuracy and/or appropriateness of the charges in dispute.

(4) It shall be within the Franchisee's sole discretion to determine when the dispute has been resolved.

F. Under Normal Operating Conditions, the Company shall initiate investigation and resolution of all billing complaints received from Subscriber within five (5) business days of receipt of the complaint. Final resolution shall not be unreasonably delayed.

G. The Company shall provide a telephone number and address on the bill for Subscribers to contact the Company.

H. The Company shall forward a copy of any Cable Service related billing inserts or other mailing sent to Subscribers to the County upon written request.

#### **SECTION 7: DEPOSITS, REFUNDS AND CREDITS**

A. The Company may require refundable deposits from Subscribers 1) with a poor credit or poor payment history, 2) who refuses to provide credit history information to the Company, or 3) who rent Subscriber equipment from the Company, so long as such deposits are applied on a non-discriminatory basis. The deposit the Company may charge Subscribers with poor credit or poor payment history or who refuse to provide credit information may not exceed an amount equal to an average Subscriber's monthly charge multiplied by three (3).

B. The Company shall refund or credit the Subscriber for the amount of the deposit collected for equipment, which is unrelated to poor credit or poor payment history, after one year and provided the Subscriber has demonstrated good payment history during this period. The Company shall pay interest on other deposits if required by law.

C. Under Normal Operating Conditions, refund checks will be issued within the next available billing or within 45 days cycle following the resolution of the event giving rise to the refund, (I.E. equipment return and final bill payment).

D. Credits for Cable Service will be issued no later than the Subscriber's next available billing cycle or within forty-five 45 days, following the determination that a credit is warranted, and the credit is approved and processed. Such approval and processing shall not be unreasonably delayed.

E. Bills shall be considered paid when appropriate payment is received by the Company. Appropriate time considerations shall be included in the Company's collection procedure to assure that payments due have been received before late notices or termination notices are sent.

#### **SECTION 8: RATES, FEES AND CHARGES**

A. The Company shall not, except to the extent permitted by law, impose any fee or charge for Service Calls to a Subscriber's premises to perform any repair or maintenance work related to Company equipment necessary to receive Cable Service, except where such problem is caused by a negligent or wrongful act of the Subscriber (including, but not limited to, a situation in which the Subscriber reconnects Company equipment incorrectly) or by the failure of the Subscriber to take reasonable precautions to protect the Company's equipment (for example, a dog chew).

B. The Company shall provide reasonable notice to Subscribers of the possible assessment of a late fee on bills or by separate notice.

#### **SECTION 9: DISCONNECTION/DENIAL OF SERVICE**

A. Company may terminate a Subscriber's service if the Subscriber fails to pay his bill within thirty-six (36) days after Company mails the applicable bill to the Subscriber if Company has provided appropriate notice to the Subscriber pursuant to 10.B below.

B. Company shall not terminate Cable Service for nonpayment of a delinquent account unless the Company mails a notice of the delinquency and impending termination prior to the proposed final termination. The notice shall be mailed to the Subscriber to whom the Cable Service is billed. The notice of delinquency and impending termination may be part of a billing statement. In all cases, Company shall provide the customer with a least ten (10) business days written notice prior to disconnection.

C. Cable Service terminated in error must be restored without charge within twenty-four (24) hours of notice. If a Subscriber was billed for the period during which Cable Service was terminated in error, a credit shall be issued to the Subscriber.

D. Nothing in these standards shall limit the right of the Company to deny Cable Service for non-payment of previously provided Cable Services, refusal to pay any required deposit, theft of Cable Service, damage to the Company's equipment, abusive and/or threatening behavior toward the Company's employees or representatives, or refusal to provide credit history information or refusal to allow the Company to validate the identity, credit history and credit worthiness via an external credit agency.

#### **SECTION 10: COMMUNICATION WITH SUBSCRIBERS**

A. All Company personnel, contractors and subcontractors contacting Subscribers or potential Subscribers outside the office of the Company shall wear a clearly visible identification card bearing their name and photograph. The Company shall make reasonable effort to account for all identification cards at all times. In addition, all Company representatives shall wear appropriate clothing while working at a Subscriber's premises. Every service vehicle of the Company and its contractors or subcontractors shall be clearly identified as such to the public. Specifically, Company vehicles shall have the Company's logo plainly visible. The vehicle of those contractors and subcontractors

working for the Company shall have the contractor's/subcontractor's name plus markings (such as a magnetic door sign) indicating they are under contract to the Company. Compliance with this section will satisfy all requirements under Chapter 197 of the County Code.

B. All contact with a Subscriber or potential Subscriber by a Person representing the Company shall be conducted in a courteous manner.

C. The Company shall send annual notices to all Subscribers informing them that any complaints or inquiries not satisfactorily handled by the Company may be referred to the County.

D. All notices identified in this Section shall be by either.

(1) Direct mail or a separate document included with a billing statement or included on the portion of the monthly bill that is to be retained by the Subscriber;

(2) A separate electronic notification; or

(3) Other appropriate means.

E. The Company shall provide reasonable notice to Subscribers of any pricing changes or additional changes (excluding sales discounts, new products or offers) and, subject to the forgoing, any changes in Cable Services, including channel line-ups. Such notice must be given to Subscribers a minimum of thirty (30) calendar days in advance of such changes if within the control of the Company, and the Company shall provide a copy of the notice to the County including how and where the notice was given to Subscribers.

F. The Company shall provide information to all Subscribers about each of the following items at the time of installation of Cable Services, annually to all Subscribers, at any time upon request, and, subject to Subsection 10.E, at least thirty (30) calendar days prior to making significant changes in the information required by this Section if within the control of the Company.

(1) Products and Cable Service offered;

(2) Prices and options for Cable Services and condition of subscription to Cable Services. Prices shall include those for Cable Service options, equipment rentals, program guides, installation, downgrades, late fees and other fees charged by the Company related to Cable Service;

(3) Installation and maintenance policies including, when applicable, information regarding the Subscriber's in-home wiring rights during the period Cable Service is being provided.

- (4) Channel positions of Cable Services offered on the Cable System;
- (5) Complaint procedures, including the name, address and telephone number of the County, but with a notice advising the Subscriber to initially contact the Company about all complaints and questions;
- (6) Procedures for requesting Cable Service credit;
- (7) The availability of a parental control device;
- (8) Company practices and procedures for protecting against invasion of privacy; and
- (9) The address and telephone number of the Company's office to which complaints may be reported.

A copy of notices required in this Subsection 10.F will be given to the County earlier or contemporaneous with distribution to subscribers if the reason for notice is due to a change that is within the control of Company and as soon as possible if not within the control of Company.

G. Notices of changes in rates shall indicate the Cable Service new rates and old rates; if applicable.

H. Notices of changes of Cable Services and/or Channel locations shall include a description of the new Cable Service, and the specific channel location. In addition, should the channel location, hours of operation, or existence of other Cable Services be affected by the introduction of a new Cable Service, such information must be included in the notice.

I. Every notice of termination of Cable Service shall include the following information:

- (1) The name and address of the Subscriber whose account is delinquent;
- (2) The amount of the delinquency for all services billed;
- (3) The date by which payment is required in order to avoid termination of Cable Service; and
- (4) The telephone number for the Company where the Subscriber can receive additional information about their account and discuss the pending termination.

Library Administration	1221 Brass Mill Road	Riverside, MD 21017	Library
<b>Board of Education</b>			
Administration	102 S. Hickory Avenue	Bel Air, MD 21014	Offices
Aberdeen High School	251 Paradise Road	Aberdeen, MD 21001	School
Aberdeen Middle School	111 Mt. Royal Avenue	Aberdeen, MD 21001	School
Abingdon Elementary School	399 Singer Road	Abingdon, MD 21009	School
Alternative Ed Program at Center for Ed Opportunity	253 Paradise Road	Aberdeen, MD 21001	School
Bakerfield Elementary School	36 Baker Street	Aberdeen, MD 21001	School
Bel Air Elementary School	30 E. Lee Street	Bel Air, MD 21014	School
Bel Air High School	100 Heighe Street	Bel Air, MD 21014	School
Bel Air Middle School	90 Idlewild Street	Bel Air, MD 21014	School
Board of Education	23 North Main Street	Bel Air, MD 21014	Offices
C. Milton Wright High School	1301 N. Fountain Green Rd	Bel Air, MD 21014	School
Church Creek Elementary School	4299 Church Creek Road	Belcomap, MD 21014	School
Churchville Elementary School	2935 Level Road	Churchville, MD 21028	School
Deerfield Elementary School	2307 Willoughby Beach Road	Edgewood, MD 21040	School
Edewood Middle School	2311 Willoughby Beach Rd	Edgewood, MD 21040	School
Edgewood Elementary School	2100 Cedar Drive	Edgewood, MD 21040	School
Edgewood High School	2415 Willoughby Beach Rd	Edgewood, MD 21040	School
Emmorton Elementary School	2502 Tollgate Road	Bel Air, MD 21014	School
Fallston High School	2301 Carrs Mill Road	Fallston, MD 21047	School
Fallston Middle School	2303 Carrs Mill Road	Fallston, MD 21047	School
Forest Lakes Elementary School	100 Osborne Pkwy	Forest Hill, MD 21047	School
Fountain Green Elementary School	517 South Fountain Green Rd	Bel Air, MD 21015	School
Hall's Cross Roads Elementary School	203 East Bel Air Avenue	Aberdeen, MD 21001	School
Harford Technical High School	200 Thomas Run Road	Bel Air, MD 21015	School
Havre de Grace High School	700 Congress Avenue	Havre de Grace, MD 21078	School
Havre de Grace Middle School	401 Lewis Lane	Havre de Grace, MD 21078	School
Hillsdale Elementary School	810 Edmund Street	Aberdeen, MD 21001	School
Homestead Wakefield Elementary	900 S. Main Street	Bel Air, Md 21014	School
John Archer School	100 Thomas Run Road	Bel Air, MD 21014	School
Joppatown Elementary School	407 Trimble Road	Joppa, MD 21085	School
Joppatown High School	555 Joppa Farm Road	Joppa, MD 21085	School
Magnolia Middle School	901 Trimble Road	Joppa, MD 21085	School
Meadowvale Elementary School	910 Grace View Drive	Havre de Grace, MD 21078	School
Patterson Mill Middle and High School	85 Patterson Mill Road	Bel Air, MD 21015	School

Prospect Mill Elementary School	101 Prospect Mill Road	Bel Air, MD 21015	School
Red Pump Elementary School	600 Red Pump Road	Bel Air, MD 21014	School
Ring Factory Elementary School	1400 Emmorton Road	Bel Air, MD 21014	School
Roye Williams Elementary School	201 Oakington Road	Havre de Grace, MD 21078	School
Southampton Middle School	1200 Moores Mill Road	Bel Air, MD 21014	School
William S. James Elementary School	1 Laurentum Pkwy	Abingdon, MD 21009	School
William Paca/Old Post Elementary School	2706 Philadelphia Road	Abingdon, MD 21009	School
Youth's Benefit Elementary School	1901 Fallston Road	Fallston, MD 21047	School

#### **Court Services**

Circuit Court	20 West Courtland St	Bel Air, MD 21014	Courthouse
	18 Office Street	Bel Air, MD 21014	Courthouse
District Court	2 South Bond Street	Bel Air, MD 21014	Courthouse
Child Advocacy Center	23 N. Main Street	Bel Air, MD 21014	Courthouse

#### **Fire Companies**

Aberdeen Fire Company	21 North Rogers Street	Aberdeen, MD 21001	Fire Station
Aberdeen Fire Company	102 E. Bel Air Avenue	Aberdeen, MD 21001	Fire Station
Aberdeen Fire Company	643 Aberdeen Thruway W	Aberdeen, MD 21001	Fire Station
Aberdeen Fire Company	1437 Perryman Road	Aberdeen, MD 21001	Fire Station
Abingdon Fire Company	3306 Abingdon Road	Abingdon, MD 21009	Fire Station
Abingdon Fire Company	3813 Washington Avenue	Abingdon, MD 21009	Fire Station
Abingdon Fire Company	3301 Willoughby Beach Road	Edgewood, MD 21040	Fire Station
Bel Air Fire Company	109 S. Hickory Avenue	Bel Air, MD 21014	Fire Station
Bel Air Fire Company	1 Patterson Mill Road	Bel Air, MD 21014	Fire Station
Fallston Volunteer Fire & Ambulance Co.	2201 Carrs Mill Road	Fallston, MD 21047	Fire Station
Fallston Volunteer Fire & Ambulance Co.	3108 Fallston Road	Fallston, MD 21047	Fire Station
Joppa Magnolia Fire Company	1403 Old Mountain Rd S	Joppa, MD 21085	Fire Station
Joppa Magnolia Fire Company	505 Trimble Road	Joppa, MD 21085	Fire Station
Joppa Magnolia Fire Company	1604 Hanson Road	Edgewood, MD 21040	Fire Station
Level Fire Company	3633 Level Village Road	Havre de Grace, MD 21078	Fire Station
Havre de Grace Ambulance Corps	1601 Level Road	Havre de Grace, MD 21078	Fire Station
Susquehanna Hose Company	451 N. Juniata Street	Havre de Grace, MD 21078	Fire Station
Susquehanna Hose Company	125 N. Union Avenue	Havre de Grace, MD 21078	Fire Station
Susquehanna Hose Company	301 Market Street	Havre de Grace, MD 21078	Fire Station
Susquehanna Hose Company	911 Revolution Street	Havre de Grace, MD 21078	Fire Station



**COUNTY BUILDINGS TO BE PROVIDED FREE  
CABLE SERVICE**

Agency	Location	City	Function
<b>Harford County Government</b>			
County Administration	220 South Main Street	Bel Air, MD 21014	Offices
County Council & Dept. Public Works	212 South Bond Street	Bel Air, MD 21014	Offices
Public works & Property Management	18 Office Street	Bel Air, MD 21014	Offices
Community Services	319 South Main Street	Bel Air, MD 21014	Offices
Office on Aging	145 South Hickory Ave.	Bel Air, MD 21014	Offices
Housing Agency	15 South Main Street	Bel Air, MD 21014	Offices
Human Resources	112 South Hays Street	Bel Air, MD 21014	Offices
Facilities and Operations	611 N. Fountain Green Rd	Bel Air, MD 21014	Offices
BRAC Office	1201 Technology Drive	Aberdeen, MD 21001	Offices
Core Service Agency	206 South Hays Street	Bel Air, MD 21014	Offices
Parks and Recreation Administration	702 North Tollgate Road	Bel Air, MD 21014	Offices
Parks and Recreation Facilities and Operation	1809 Fallston Road	Fallston, MD 21047	Offices and Maintenance
Swan Harbor Farms-Parks and Rec	401 Oakington Road	Havre de Grace, MD 2108	Offices
Department of Public Works	303 Hopewell Road	Churchville, MD 21028	Offices
Department of Public Works, Water and Sewer	3111 Philadelphia Road	Abingdon, MD 21009	Offices
<b>Harford County Senior Centers</b>			
Aberdeen Senior Center	7 Franklin Street	Aberdeen, MD 21001	Senior Center
Edgewood Senior Center	1000 Gateway Road	Edgewood, MD 20140	Senior Center
Havre de Grace Senior Center	401 Lewis Lane	Havre de Grace, MD 21078	Senior Center
McFaul Senior Center	525 W. MacPhail Road	Bel Air, MD 21014	Senior Center
Veronica Chenowith Activity Center	1707 Fallston Road	Fallston, MD 21047	Senior Center
<b>Libraries</b>			
Aberdeen Branch	21 Franklin Street	Aberdeen, MD 21001	Library
Bel Air Branch	100 E. Pennsylvania Ave.	Bel Air, MD 21014	Library
Edgewood Branch	2205 Hanson Road	Edgewood, MD 21040	Library
Fallston Branch	1461 Fallston Road	Fallston, MD 21047	Library
Havre de Grace Branch	120 N. Union Avenue	Havre de Grace, MD 21078	Library
Joppatown Branch	655 Towne Center Drive	Joppatown, MD 21085	Library

Susquehanna Hose Company	1542 Chapel Road	Havre de Grace, MD 21078	Fire Station
<b>Law Enforcement</b>			
Sheriff's Headquarters	45 South Main Street	Bel Air, MD 21014	Offices
Detention Center	1030 N. Rock Spring Rd	Bel Air, MD 21014	Prison
Southern Precinct	1010 Gateway Road	Edgewood, MD 21040	Police Station
Internal Affairs	206 Hays Street	Bel Air, MD 21014	Offices
Records Unit	101 S. Main Street	Bel Air, MD 21014	Offices
Community Policing Office	392-B3 Ellsworth Pl	Joppatowne, MD 21085	Offices
<b>Harford Community College</b>			
Harford Community College	401 Thomas Run Road	Bel Air, MD 21015	Classrooms
<b>Harford Cable Network</b>			
Harford Cable Network	399 Thomas Run Road	Bel Air, MD 21015	Offices



8098 Sandpiper Circle  
Baltimore, MD 21224

JUL 21 2014

July 17<sup>th</sup>, 2014

Ms. Melissa Lambert  
Council Attorney  
Harford County Council  
212 South Bond Street, 2<sup>nd</sup> Floor  
Bel Air, MD 21014

Dear Ms. Lambert:

The purpose of this letter is to clarify certain matters that were discussed with the County but are not covered by the Franchise Agreement that is effective June 17<sup>th</sup>, 2014.

1) **Advances in Technology:** If Comcast incorporates new or emerging improvements in PEG Channel delivery or display on the Cable System, the County may submit a written request to meet with the Company, not more than once annually, to discuss these improvements. Without any further obligation to implement any such improvements, these discussions shall address the improvements and enhancements related to delivery of PEG Channels and the technical feasibility and costs associated with incorporating such improvements or enhancements to the Cable System.

2) **High Definition (HD) for County PEG Access Programming:** At the mid-point of the Franchise Agreement, upon written request, the Company will meet with the County to review the availability of HD PEG channels in the Comcast-served communities in Maryland. If HD PEG is being offered in a majority of Comcast served Maryland communities carrying PEG programming and the HD penetration rate in Harford County equals 85% or more, the County and Company will negotiate a schedule and necessary requirements by separate agreement, for the purpose of making PEG Access Programming in HD available on the County PEG channel. Prior to the Company being obligated to carry any PEG channel in HD, the County must demonstrate and/or acknowledge the following:

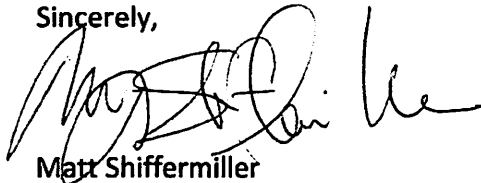
1. At least 50% of the locally produced, non-repetitive, and non-character generated PEG Access Programming on the current PEG channel must be available in HD format.
2. There must be PEG Programming available in HD a minimum of 5 hours-per-day, five days-per-week.

3. If a HD PEG Access Channel provided for herein fails to meet the HD programming threshold under this agreement for four (4) consecutive months, the HD PEG Channel may be reclaimed by the Company upon sixty (60) calendar days written notice.
4. The PEG Provider or County shall be responsible for providing the PEG Signal in an HD format acceptable to the Company to the origination location demarcation point.
5. The cost of any necessary equipment and resulting upgrades to the video return line to the headend shall be the responsibility of the PEG Provider or County.

At time of the activation of the HD PEG Access Channel, the County may be required to return the one (1) SD PEG Access Channel in use as of the Effective Date of this Franchise to Grantee.

We look forward to continuing our longstanding partnership in serving the needs and interests of the citizens of Harford County.

Sincerely,

A handwritten signature in black ink, appearing to read 'Matt Shiffermiller', is written over a horizontal line.

Matt Shiffermiller

Senior Manager, Government Affairs